

**UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
3:10cv660 -RJC**

**MEINEKE CAR CARE CENTERS, INC.,)
)
Plaintiff,)
)
v.)
)
ISAAC GLASGOW,)
PATRICK TYSON and)
GLASGOW’S CAR CARE CENTER, LLC,)
)
Defendants.)
_____)**

**ORDER AND PRELIMINARY
INJUNCTION**

THIS MATTER, coming before the Court upon the motion and request of Plaintiff, Meineke Car Care Centers, Inc., for entry of default judgment or order, as the case may be, against Defendants Isaac Glasgow, Patrick Tyson and Glasgow’s Car Care Center, LLC, jointly and severally; and

IT APPEARING TO THE COURT that the Verified Complaint was filed and the Summonses were issued in this action on December 22, 2010, which Complaint and Summonses were served on Defendants Isaac Glasgow and Glasgow’s Car Care Center, LLC on December 29, 2010 and Defendant Patrick Tyson on December 30, 2010; and

IT FURTHER APPEARING TO THE COURT that no answer or other responsive pleading was timely served or filed by Defendants, and no extension of time to serve or file such a pleading has been granted, and that the time for Defendants to serve or file an answer or otherwise respond to Meineke’s Verified Complaint has expired; and

IT FURTHER APPEARING TO THE COURT that based on the default of Defendants having been duly entered according to law, and upon the application of Plaintiff in this action,

judgment should be entered against Defendants pursuant to the Prayer for Relief of Meineke's Verified Complaint and its Motion for Default Preliminary Injunction.

ORDER

IT IS, THEREFORE, ORDERED that:

1. Meineke's Motion for Default Judgment (Doc. No. 11) is **GRANTED**, and the Court hereby enters judgment against the three named defendants.
2. Meineke's Motion for Preliminary Injunction (Doc. No. 2) is **GRANTED**.
3. Defendants shall cease and refrain from, for a period of one (1) year from the date of compliance with the covenant not to compete, directly or indirectly (such as through corporations or other entities owned or controlled by them) owning a legal or beneficial interest in, managing, operating or consulting with: (a) any business operating at the premises of former Center No. 506 located at 300 North White Horse Pike, Somerdale, NJ, or within a radius of six (6) miles of the premises of former Center No. 506 which business repairs or replaces exhaust system components, brake system components, or shocks and struts; and (b) any business operating within a radius of six (6) miles of any Meineke Center existing as of September 27, 2010, the date Defendants' Franchise Agreement terminated, which business repairs or replaces exhaust system components, brake system components, or shocks and struts.
4. Defendants shall do everything required by the telephone company to release or transfer to Meineke the telephone number (856) 435-8577 now being used by Defendants' business located at 300 North White Horse Pike, Somerdale, NJ that has been advertised in conjunction with Meineke's name, logo and Marks.
5. Defendants shall cease using and/or remove and/or have removed any names, marks, signs, forms, advertising, manuals, computer software, supplies, products, merchandise and all

other things and materials of any kind which are identified or associated with the Meineke name, logo, marks or trade dress, or which contain a name, logo, mark or trade dress confusingly similar to the Meineke name, logo, marks or trade dress, including, but not limited to the black and yellow signage that lists Meineke's services.

SO ORDERED.

Signed: February 11, 2011

A handwritten signature in black ink, reading "Robert J. Conrad, Jr.", written over a horizontal line. The signature is cursive and stylized.

Robert J. Conrad, Jr.
Chief United States District Judge

